

GENERAL TERMS AND CONDITIONS

Version 1.0

Issued by: Swage Aero B.V.

Effective Date: 01 september 2025

Scope: Business-to-Business (B2B) sales, services, and webshop transactions worldwide.

Annex A Incorporated: Independent Distributor & Non-OEM Product Disclaimer v2.0

1. Definitions

In these General Terms and Conditions ("GTC"), capitalised terms shall have the following meanings:

- "Agreement" means any contract concluded between Swage Aero and the Buyer for the supply of Products, Services, or both, including any Order Confirmation, Quotation accepted by the Buyer, or Webshop transaction.
- "Annex A" means the Independent Distributor & Non-OEM Product Disclaimer issued by Swage Aero, as in force from time to time.
- "Buyer" means any business, legal entity, organisation, governmental body, or natural person acting in the course of a trade, business, craft, or profession that obtains a Quotation from, places an Order with, accepts a Delivery from, or otherwise contracts with Swage Aero. The Buyer shall not include consumers.
- "Confidential Information" means all non-public information disclosed by one Party to the other in connection with the Agreement, in any form, whether or not marked as confidential.
- "Delivery" means the moment at which the Product is made available to the Buyer in accordance with the applicable Incoterm.
- "GTC" means these General Terms and Conditions.
- "Order" means a purchase order, Webshop checkout, or other commitment to purchase issued by the Buyer.
- "Order Confirmation" means Swage Aero's written confirmation (including by email or Webshop confirmation message) of acceptance of an Order.
- "Party" means Swage Aero or the Buyer; "Parties" means both.
- "Product" means any aerospace tooling, equipment, part, accessory, software, drawing, datasheet, or related item supplied, offered, quoted, or delivered by Swage Aero.
- "Quotation" means a written quotation or offer issued by Swage Aero.
- "Services" means any training, technical support, consulting, or related services offered by Swage Aero.
- "Swage Aero" means Swage Aero B.V., a private limited company incorporated under the laws of the Netherlands.
- "SwageCare+" means Swage Aero's optional paid extended warranty programme, governed by separate SwageCare+ Terms.

Swage Aero B.V. — General Terms and Conditions v1.0

Annex A — Independent Distributor & Non-OEM Product Disclaimer v2.0

- "Webshop" means Swage Aero's e-commerce platform at swageaero.com and any successor or related online sales channel.

2. Applicability; B2B Only; Battle of Forms

2.1 These GTC apply to all Quotations, offers, Orders, Agreements, Deliveries, Products, Services, and Webshop transactions of Swage Aero worldwide.

2.2 Swage Aero supplies exclusively to Buyers acting in the course of a trade, business, craft, or profession. Swage Aero does not contract with consumers. Any Order placed by a consumer is expressly rejected and no consumer contract shall be deemed concluded. The Buyer warrants that it is acting in the course of its business and not as a consumer.

2.3 Annex A (the Independent Distributor & Non-OEM Product Disclaimer) forms an integral part of these GTC. In case of conflict between these GTC and Annex A, Annex A shall prevail on matters it specifically addresses.

2.4 Any standard terms, purchase conditions, or general terms of the Buyer are hereby expressly rejected and shall not apply, regardless of when or how communicated and irrespective of any reference to them in the Buyer's documents. The Buyer's acceptance of any Order Confirmation, Delivery, or invoice constitutes waiver of any conflicting Buyer terms.

2.5 Order of precedence in case of conflict, from highest to lowest: (i) a signed individual written agreement between the Parties; (ii) the Order Confirmation; (iii) Annex A (within its scope); (iv) these GTC; (v) the Quotation.

3. Quotations and Conclusion of Contract

3.1 Quotations issued by Swage Aero are non-binding and valid for 30 days from the date of issue, unless otherwise stated.

3.2 An Agreement is concluded only upon issue of an Order Confirmation by Swage Aero, or upon Swage Aero's written acceptance of the Buyer's Order.

3.3 Webshop Orders are subject to confirmation by Swage Aero. The Webshop checkout confirmation page constitutes acknowledgement of receipt, not acceptance. The Agreement is concluded upon Swage Aero's separate Order Confirmation email.

3.4 Swage Aero reserves the right to reject any Order at its sole discretion, including (without limitation) on grounds of credit risk, export control, sanctions, end-user concerns, suspected fraud, stock unavailability, or pricing errors. Where any payment has been received and the Order is rejected, the payment will be refunded in full.

3.5 Manifest clerical or obvious errors in Quotations, Webshop listings, prices, or product descriptions (including pricing errors) do not bind Swage Aero.

4. Prices

4.1 All prices are stated in EUR unless otherwise specified, and are exclusive of VAT, duties, freight, insurance, packaging, handling charges, and any other taxes, levies, or governmental charges.

4.2 For Orders not yet confirmed, Swage Aero reserves the right to adjust prices to reflect (i) changes in supplier prices or availability, (ii) currency fluctuations exceeding 3%, (iii) changes in raw material costs, (iv) changes in duties, taxes, or freight rates, or (v) changes in regulatory or compliance costs.

4.3 Webshop prices and availability shown are indicative and subject to confirmation in the Order Confirmation.

5. Payment Terms

5.1 Unless otherwise agreed in writing, the Buyer shall pay: (i) 50% of the total Order value upon Order Confirmation, as a deposit (subject to the cancellation provisions in Section 9); and (ii) the remaining 50%, plus any freight, duties, and applicable taxes, prior to shipment.

5.2 All amounts are payable by invoice. The Buyer may settle invoices by bank transfer or, at the Buyer's option, by credit card. The same payment regime applies to Webshop Orders: an invoice for the 50% deposit is issued upon Order Confirmation, and an invoice for the balance is issued prior to shipment.

5.3 All payments shall be made without deduction, set-off, counterclaim, or withholding of any kind. The Buyer waives any right of set-off or suspension to the maximum extent permitted by applicable law.

5.4 If the Buyer fails to pay any amount when due, without prejudice to any other remedy: (i) statutory commercial interest pursuant to Article 6:119a of the Dutch Civil Code shall accrue from the due date until full payment; (ii) the Buyer shall reimburse all extrajudicial collection costs in accordance with the Dutch Act on Extrajudicial Collection Costs (*Wet Incassokosten*) and Article 6:96 of the Dutch Civil Code, with a minimum of EUR 40; (iii) Swage Aero may suspend all current and future Deliveries and Services to the Buyer; and (iv) all amounts owed by the Buyer to Swage Aero become immediately due and payable.

5.5 Where Swage Aero has reasonable doubt as to the Buyer's creditworthiness, Swage Aero may require advance payment, security, or other comfort prior to Delivery.

6. Delivery

6.1 Unless expressly agreed otherwise in writing, all Deliveries are made EXW (Ex Works) Swage Aero's designated premises, in accordance with Incoterms 2020.

6.2 All delivery dates, lead times, and shipment dates communicated by Swage Aero are estimates only and are not binding deadlines. Late delivery shall not entitle the Buyer to any damages, cancellation, or other remedy.

6.3 Swage Aero is entitled to make partial Deliveries and to invoice each partial Delivery separately.

6.4 Risk in the Product passes to the Buyer at the moment of Delivery in accordance with the applicable Incoterm, irrespective of when title passes.

6.5 Aircraft on Ground (AOG) requests are accepted only where expressly confirmed in writing by Swage Aero. Swage Aero gives no guarantee of expedited handling unless separately agreed and priced.

7. Retention of Title

7.1 Title in any Product shall remain with Swage Aero until the Buyer has paid in full all amounts owed to Swage Aero, including the purchase price, applicable interest, costs, and any amounts owed under any other Agreement between the Parties.

7.2 Until title has passed, the Buyer shall: (i) keep the Product clearly identifiable as Swage Aero's property; (ii) not pledge, encumber, or grant any security interest over the Product; (iii) store the Product carefully and insure it against customary risks; and (iv) immediately notify Swage Aero of any third-party claim, seizure, or insolvency proceedings affecting the Product.

7.3 The Buyer may resell the Product in the ordinary course of business; the proceeds of any such resale are, to the maximum extent permitted by law, pledged and assigned to Swage Aero as security for the Buyer's outstanding obligations.

7.4 Upon any default by the Buyer, Swage Aero may, without prior notice or judicial intervention, repossess the Product, and the Buyer shall grant Swage Aero all access necessary for that purpose.

8. Inspection and Acceptance

8.1 The Buyer shall inspect each Delivery promptly upon receipt.

8.2 Visible defects, shortages, transport damage, or non-conformities shall be notified to Swage Aero in writing, with sufficient detail and supporting evidence, within seven (7) calendar days of Delivery.

8.3 Hidden defects shall be notified to Swage Aero in writing, with sufficient detail and supporting evidence, within thirty (30) calendar days of the date on which the Buyer discovered, or reasonably ought to have discovered, the defect, and in any event within the warranty period set out in Section 10.

8.4 Failure to notify in accordance with this Section 8 shall result in deemed acceptance of the Delivery and forfeiture of all claims relating to the relevant defect or non-conformity, to the maximum extent permitted by applicable law.

8.5 The Buyer shall make the relevant Product available for inspection by Swage Aero or its representative. The Buyer shall not return, modify, repair, or dispose of the Product without Swage Aero's prior written consent.

9. Returns and Cancellation

9.1 Standard Products may be returned within thirty (30) calendar days of Delivery, provided that they are unused, unopened, undamaged, in original packaging, and accompanied by a Return Material Authorisation (RMA) issued by Swage Aero. A restocking fee of 15% of the invoice value applies. Return shipment is at the Buyer's cost and risk.

9.2 The following Products are not returnable under any circumstances: (i) customer-specific, custom-made, or special-ordered Products; (ii) Products that have been used, installed, opened, modified, or damaged; (iii) Products with expired shelf life or near-expiry status; (iv) hazardous materials; (v) software, downloadable content, or licences; and (vi) Products supplied pursuant to a binding non-cancellable supplier order to Swage Aero.

9.3 Once an Order Confirmation has been issued, the Order is binding. Standard Orders may be cancelled by the Buyer only in writing and with Swage Aero's prior written consent, subject to a cancellation fee of 15% of the Order value plus reimbursement of all actual costs incurred by Swage Aero (including, without limitation, supplier costs, freight, customisation, and handling).

9.4 Custom, customer-specific, or special-ordered Products are non-cancellable once the Order Confirmation has been issued. The full Order value remains due and payable.

10. Warranty

10.1 Swage Aero warrants that, for a period of three (3) months from the date of Delivery (the "Warranty Period"), Products supplied by Swage Aero shall, at the time of Delivery, materially conform to the specifications expressly agreed in writing between the Parties, subject to the exclusions in Section 10.4.

10.2 The Warranty Period may be extended up to a maximum total of twenty-four (24) months from Delivery through Swage Aero's optional SwageCare+ programme, subject to separate SwageCare+ Terms and payment of the applicable fee. SwageCare+ must be purchased at or prior to Delivery.

10.3 Swage Aero's sole obligation, and the Buyer's exclusive remedy, for any breach of warranty shall be, at Swage Aero's option: (i) repair of the defective Product; (ii) replacement with an equivalent Product; or (iii) refund of the invoice price of the defective Product. Replacement or repair does not extend the Warranty Period.

10.4 The warranty in this Section 10 does not apply to defects, damage, or failure caused by or attributable to: (i) misuse, abuse, neglect, or accident; (ii) normal wear and tear; (iii) installation, modification, repair, or maintenance performed by any party other than Swage Aero or a party authorised in writing by Swage Aero; (iv) use contrary to OEM instructions, applicable specifications, or any technical documentation; (v) improper storage, handling, or environmental conditions; (vi) use beyond the Product's stated service life or duty cycle; (vii) defects caused by parts, materials, or accessories not supplied by Swage Aero; or (viii) force majeure events.

10.5 Warranty claims are subject to compliance with the inspection and notification requirements of Section 8 and the claim notification requirements of Section 13.4.

10.6 Where the original manufacturer of a Product provides any warranty, such manufacturer warranty (if any) is passed through to the Buyer on an "as-is" basis. Swage Aero assumes no obligation in respect of manufacturer warranties beyond facilitating the passthrough where reasonably possible.

10.7 Save as expressly set out in this Section 10, all warranties, conditions, and representations, whether express or implied, statutory or otherwise, including fitness for a particular purpose, are excluded to the maximum extent permitted by applicable law.

11. Disclaimer Incorporation; Customer Use Responsibility

11.1 Annex A (the Independent Distributor & Non-OEM Product Disclaimer) is incorporated into these GTC by reference and forms an integral part hereof.

11.2 Without limiting Annex A, the Buyer acknowledges and agrees that it is solely responsible for: (i) engineering acceptance and substantiation; (ii) certification compliance and approval; (iii) installation eligibility and authorisation; (iv) operational and maintenance use; (v) airworthiness determination and continuing airworthiness; (vi) regulatory compliance with EASA, FAA, military, and any other competent Authority; and (vii) verifying suitability of the Product for the Buyer's intended application.

12. Export Control and Sanctions

12.1 Products may be subject to export control laws and economic sanctions, including but not limited to Regulation (EU) 2021/821 (dual-use), applicable EU sanctions regimes, the U.S. Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and other applicable national or international laws.

12.2 The Buyer shall be responsible for obtaining any export, re-export, transfer, or end-use authorisation required for its intended use of the Product, and warrants that the Product will not be sold, exported, re-exported, transferred, diverted, or used in violation of any applicable export control or sanctions law.

12.3 The Buyer shall, upon Swage Aero's request, provide end-use statements, end-user declarations, and any other compliance information reasonably required.

12.4 Swage Aero may, at its sole and reasonable discretion, suspend, delay, or cancel any Quotation, Order, or Delivery where it considers that performance may infringe export control or sanctions law, where the Buyer or its end user appears on any sanctions list, or where the proposed end use raises legitimate compliance concerns. Such suspension or cancellation shall not give rise to liability of Swage Aero.

13. Limitation of Liability

13.1 To the maximum extent permitted by applicable law, Swage Aero's total aggregate liability arising out of or in connection with any Quotation, Order, supply, recommendation, Delivery, use, misuse, attempted use, installation, certification, failure, defect, or performance of any Product or Service, whether based in contract, tort (including negligence), strict liability,

statutory liability, or otherwise, shall be limited to the net invoice value (excluding VAT, freight, and duties) of the specific Product or Service giving rise to the claim.

13.2 To the maximum extent permitted by applicable law, Swage Aero shall not be liable for any indirect, incidental, consequential, punitive, regulatory, reputational, operational, or commercial damages, including but not limited to:

- business interruption;
- aircraft on ground (AOG) or aircraft grounding;
- operational or schedule delays;
- loss of certification, approval, or operating authority;
- regulatory action, fines, or penalties;
- contractual penalties or liquidated damages owed to third parties;
- reputational damage;
- loss of revenue, profit, contracts, customers, savings, or goodwill;
- loss of or damage to data;
- third-party claims (except as expressly provided in Section 14).

13.3 The limitations in Sections 13.1 and 13.2 shall not apply to liability arising from (i) intent (opzet) or willful misconduct or deliberate recklessness (bewuste roekeloosheid) of Swage Aero's directors or managerial personnel, (ii) death or personal injury caused by Swage Aero's negligence, or (iii) any other liability that cannot lawfully be excluded or limited under applicable mandatory law.

13.4 Any claim against Swage Aero must be notified in writing without undue delay, and in any event within ninety (90) days of the Buyer becoming aware, or reasonably ought to have become aware, of the relevant facts, and in any event within twelve (12) months of Delivery of the relevant Product or completion of the relevant Service, failing which the claim shall be deemed waived to the maximum extent permitted by law.

14. Indemnification

14.1 The Buyer shall, to the maximum extent permitted by law, indemnify and hold harmless Swage Aero and its directors, officers, employees, agents, and representatives, against any and all third-party claims, demands, proceedings, losses, liabilities, damages, costs (including reasonable legal fees), and expenses arising directly or indirectly from:

- the Buyer's misuse, unauthorised use, or unauthorised application of any Product;
- certification rejection or non-acceptance by any Authority arising from Buyer conduct;
- engineering, installation, modification, repair, or maintenance decisions of the Buyer or its customers;
- regulatory non-compliance attributable to the Buyer;
- operational incidents, accidents, or losses involving Products integrated or used by the Buyer or its customers;
- breach by the Buyer of any warranty, representation, or obligation under these GTC or Annex A.

14.2 This indemnity shall not extend to claims to the extent caused by Swage Aero's intent (opzet), willful misconduct, or deliberate recklessness (bewuste roekeloosheid).

15. Force Majeure

15.1 Neither Party shall be liable for any failure or delay in the performance of its obligations (other than payment obligations) to the extent such failure or delay is caused by an event beyond its reasonable control ("Force Majeure"), including but not limited to:

- acts of God, fire, flood, earthquake, severe weather, or natural disaster;
- war, armed conflict, terrorism, sabotage, or civil unrest;
- epidemic, pandemic, or public health emergency;
- strikes, lockouts, or other labour disputes;
- supplier delays, supplier insolvency, or failure of supplier deliveries;
- OEM prioritisation, AOG allocation, or production constraints affecting supply;
- raw material shortages or transport disruption;
- customs delays, border closures, or import/export restrictions;
- sanctions, export control denials, or regulatory action;
- cyber incidents, IT system failures, or telecommunications outages affecting Swage Aero or its suppliers;
- acts or omissions of governmental or regulatory authorities.

15.2 The affected Party shall notify the other Party promptly of any Force Majeure event and use reasonable efforts to mitigate its effects.

15.3 If a Force Majeure event continues for more than three (3) months, either Party may terminate the affected Agreement by written notice, without liability except for amounts due in respect of Products or Services already delivered.

16. Confidentiality

16.1 Each Party shall (i) keep the other Party's Confidential Information strictly confidential; (ii) use it only for the purposes of performing the Agreement; (iii) not disclose it to any third party without the disclosing Party's prior written consent, save to its directors, employees, advisors, and subcontractors who need to know and are bound by equivalent obligations; and (iv) protect it with at least the same degree of care as it uses for its own confidential information, but no less than reasonable care.

16.2 The obligations in this Section 16 do not apply to information that (i) is or becomes publicly available without breach of these GTC; (ii) was lawfully known to the receiving Party prior to disclosure; (iii) is independently developed without reference to the disclosing Party's Confidential Information; or (iv) is required to be disclosed by law, regulation, or competent authority, provided the receiving Party gives prompt notice (where lawful) to allow the disclosing Party to seek a protective order.

16.3 The obligations in this Section 16 survive termination of the Agreement for a period of five (5) years.

17. Data Protection

17.1 Each Party shall comply with applicable data protection laws, including Regulation (EU) 2016/679 (GDPR) and the Dutch GDPR Implementation Act (Uitvoeringswet AVG).

17.2 Swage Aero processes personal data of the Buyer's personnel for the purposes of contract administration, communication, and compliance, as further described in Swage Aero's Privacy Policy available at swageaero.com/privacy.

17.3 Where Swage Aero processes personal data on behalf of the Buyer, the Parties shall conclude a separate data processing agreement in accordance with Article 28 GDPR.

18. Intellectual Property

18.1 All intellectual property rights in or relating to Quotations, Order Confirmations, datasheets, drawings, technical documentation, training materials, software, and other content provided by Swage Aero remain the exclusive property of Swage Aero or its licensors. No transfer of intellectual property rights occurs by virtue of the sale of any Product or the provision of any Service.

18.2 The Buyer is granted a non-exclusive, non-transferable, revocable licence to use such content solely for the purposes of using the Product or Service as intended, and may not reproduce, modify, distribute, or commercially exploit such content without Swage Aero's prior written consent.

18.3 All trademarks, trade names, and intellectual property of OEMs and third parties remain the exclusive property of their respective owners, as further set out in Annex A.

19. Training and Services

19.1 Where Swage Aero provides Services (including training, technical support, or consulting), such Services are governed by these GTC and by the specific Quotation, Statement of Work, or Order Confirmation. In case of conflict, the Quotation, Statement of Work, or Order Confirmation prevails.

19.2 Services are provided on a best-efforts basis. Swage Aero gives no warranty as to specific outcomes, certification, qualification, or operational results.

19.3 Where training is delivered, completion of training does not constitute certification, qualification, or authorisation of any kind unless expressly stated in writing.

19.4 Cancellation of Services by the Buyer is subject to the following fees: (i) more than 14 days prior to the scheduled date: 25% of the Service fee; (ii) between 7 and 14 days prior: 50%; (iii) less than 7 days prior or no-show: 100%.

20. Webshop

20.1 Access to the Webshop is restricted to Buyers acting in a B2B capacity. The Buyer warrants the accuracy of any information provided during registration or checkout.

20.2 Acceptance of these GTC and Annex A is required prior to completing any Webshop checkout. Completion of checkout constitutes the Buyer's express acceptance of these GTC and Annex A.

20.3 Webshop content, including prices, availability, and product descriptions, is provided for information only and is subject to confirmation in the Order Confirmation. Swage Aero may correct errors, withdraw products, or update prices at any time without notice.

20.4 Swage Aero may suspend or terminate Webshop access where it suspects fraud, breach of these GTC, non-payment, or compliance concerns.

21. Suspension and Termination

21.1 Swage Aero may suspend performance of any Agreement, in whole or in part, where: (i) the Buyer fails to pay any amount when due; (ii) the Buyer is in material breach of any obligation under the Agreement; (iii) Swage Aero has reasonable doubt as to the Buyer's creditworthiness; or (iv) suspension is required on export control, sanctions, or compliance grounds.

21.2 Either Party may terminate an Agreement with immediate effect upon written notice if the other Party: (i) commits a material breach that is not cured within thirty (30) days of written notice (where the breach is capable of cure); (ii) becomes insolvent, applies for moratorium, is declared bankrupt, or enters into similar proceedings; or (iii) ceases to carry on business.

21.3 Termination of the Agreement does not affect (i) accrued rights and obligations as at the date of termination; (ii) any amounts owed by the Buyer; or (iii) any provision intended by its nature to survive termination, including Sections 7 (Retention of Title), 11 (Disclaimer), 13 (Limitation of Liability), 14 (Indemnification), 16 (Confidentiality), 17 (Data Protection), 18 (Intellectual Property), 22 (Dispute Resolution), and 23 (Governing Law and Jurisdiction).

22. Dispute Resolution Escalation

22.1 In the event of any dispute, controversy, or claim arising out of or in connection with the Agreement, the Parties shall first attempt to resolve the matter in good faith through direct commercial negotiation between their respective operational representatives. Such negotiation shall commence within fifteen (15) calendar days of written notice of the dispute and shall continue for a minimum of thirty (30) calendar days.

22.2 If the dispute is not resolved under Section 22.1, either Party may escalate the matter in writing to senior management of both Parties. Senior management negotiation shall continue for a minimum of thirty (30) calendar days from the date of escalation notice.

22.3 If the dispute remains unresolved after senior management escalation, either Party may submit the dispute to mediation administered by the Mediatorsfederatie Nederland (MfN), in accordance with the MfN Mediation Rules. The seat of mediation shall be Rotterdam and the language shall be English.

22.4 Sections 22.1 to 22.3 do not prevent either Party from seeking urgent interim or injunctive relief at any time.

22.5 Failure to comply with the escalation procedure in this Section 22 does not bar court proceedings but may be taken into account by the court when allocating costs.

23. Governing Law; CISG Exclusion; Jurisdiction

23.1 These GTC, the Agreement, and any non-contractual obligations arising out of or in connection with them shall be governed exclusively by the laws of the Netherlands.

23.2 The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) is expressly excluded.

23.3 Subject to Section 22, any dispute arising out of or in connection with these GTC or any Agreement shall be submitted to the exclusive jurisdiction of the competent court of Rotterdam, the Netherlands.

24. Miscellaneous

24.1 Severability. If any provision of these GTC is held to be invalid, unlawful, or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be deemed replaced by a valid provision that most closely reflects the original economic and legal intent of the Parties.

24.2 No Waiver. No failure or delay by Swage Aero in exercising any right or remedy shall operate as a waiver thereof. Any waiver must be in writing and signed by an authorised representative of Swage Aero, and shall apply only to the specific matter and occasion for which it is given.

24.3 Language. These GTC are drafted in the English language. Translations may be provided for convenience only; in case of discrepancy, the English version prevails.

24.4 Entire Agreement. These GTC, together with the Order Confirmation, the Quotation, and Annex A, constitute the entire agreement between the Parties in respect of the subject matter and supersede all prior negotiations, representations, and understandings.

24.5 Amendments. Swage Aero may amend these GTC from time to time. The version in force at the time of the relevant Quotation or Order Confirmation shall apply to the resulting Agreement.

24.6 Notices. All notices shall be in writing and delivered to the addresses set out in the Order Confirmation, or by email to the addresses last notified by the Parties for that purpose.

24.7 Assignment. The Buyer may not assign, transfer, or sub-contract any of its rights or obligations under the Agreement without Swage Aero's prior written consent. Swage Aero may assign or transfer its rights and obligations to any affiliate or successor in business without consent.

25. Acceptance and Incorporation

25.1 These GTC and Annex A are provided to the Buyer prior to or together with each Quotation, offer, Order Confirmation, or invoice. The Buyer is hereby afforded a reasonable opportunity to take note of their contents, as contemplated by Articles 6:233 and 6:234 of the Dutch Civil Code. These GTC and Annex A are also available at swageaero.com.

25.2 By any of the following acts, the Buyer expressly accepts these GTC and Annex A in full: (i) accepting a Quotation or offer; (ii) issuing an Order; (iii) accepting an Order Confirmation; (iv) completing a Webshop checkout; (v) accepting a Delivery; (vi) using a Product or Service; or (vii) paying an invoice.

— End of General Terms and Conditions —

Annex A — Independent Distributor & Non-OEM Product Disclaimer v2.0

Annex A

INDEPENDENT DISTRIBUTOR & NON-OEM PRODUCT DISCLAIMER

Version 2.0

Issued by: Swage Aero B.V.

Effective Date: 01 May 2026

Scope: Business-to-Business (B2B) sales worldwide.

Preamble

This Disclaimer governs the legal relationship between Swage Aero B.V. ("Swage Aero") and the Purchaser in relation to the supply by Swage Aero of aerospace tooling, equipment, and related products. It applies to business-to-business (B2B) transactions only. It is intended to operate both as a stand-alone document and as an integral part of Swage Aero's General Terms and Conditions ("GTC").

1. Definitions

In this Disclaimer, the following terms shall have the meanings set out below:

- "Disclaimer" means this Independent Distributor & Non-OEM Product Disclaimer.
- "OEM" means the original equipment manufacturer of a Product.
- "Product" means any aerospace tooling, equipment, part, accessory, software, drawing, datasheet, or related item supplied, offered, recommended, quoted, or delivered by Swage Aero.
- "Purchaser" means any business, legal entity, organisation, governmental body, or natural person acting in the course of a trade, business, craft, or profession that

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obtains a quotation from, places an order with, accepts a delivery from, or otherwise contracts with Swage Aero. The Purchaser shall not include consumers.

- "GTC" means Swage Aero's General Terms and Conditions, as in force from time to time.
- "Authority" means any civil aviation authority (including EASA and the FAA), military authority, customs authority, export control authority, or other competent regulatory body.

2. Scope; B2B Only; No Consumer Sales

2.1 This Disclaimer applies to all quotations, offers, order confirmations, sales, deliveries, recommendations, documentation, and Products supplied by Swage Aero worldwide.

2.2 Swage Aero supplies exclusively to Purchasers acting in the course of a trade, business, craft, or profession. Swage Aero does not contract with consumers. Any quotation or order placed by a consumer (as defined under applicable mandatory consumer protection law) is expressly rejected and no consumer contract shall be deemed concluded.

2.3 The Purchaser warrants that it is acting in the course of its business and not as a consumer, and that it has full authority to enter into the contract on behalf of itself and (where applicable) its end-customer.

3. Independent Distributor Status

3.1 Swage Aero acts solely as an independent distributor, reseller, and commercial intermediary of aerospace tooling, equipment, and related Products supplied by third-party manufacturers.

3.2 Swage Aero is not the OEM of any Product unless expressly stated otherwise in writing by an authorised representative of Swage Aero.

4. No OEM Affiliation

4.1 Swage Aero is not affiliated with, endorsed by, approved by, authorised by, sponsored by, certified by, partnered with, or otherwise commercially connected with any OEM, unless expressly confirmed in writing by the relevant OEM.

4.2 Any reference by Swage Aero to OEM names, trademarks, trade names, part numbers, model numbers, aircraft platforms, technical specifications, drawings, or standards is made strictly for the purposes of (i) lawful identification under nominative use principles and (ii) informational reference.

4.3 Such references shall not be construed to imply compatibility, equivalence, interchangeability, fitness, approval, endorsement, sponsorship, or authorisation of any kind.

5. Trademark Notice and Nominative Use

5.1 All trademarks, trade names, logos, design marks, and registered marks referenced in any Swage Aero communication or documentation remain the exclusive property of their respective owners.

5.2 Swage Aero's use of such marks is limited to the minimum necessary to identify the relevant Product or its descriptive context, without suggesting any commercial connection with the trademark owner, and is made in compliance with the principles reflected in Article 14 of Regulation (EU) 2017/1001 on the European Union trade mark and equivalent national law.

5.3 No reference by Swage Aero shall be construed as comparative advertising within the meaning of Directive 2006/114/EC unless expressly identified as such and compliant with the conditions of that Directive.

6. No Representation of OEM, Airworthiness, or Regulatory Approval

6.1 Unless expressly confirmed in writing by an authorised representative of Swage Aero, no Product supplied shall be construed, marketed, resold, installed, or used as:

- OEM-original;
- OEM-approved;
- aircraft manufacturer approved;
- type certificate holder or supplemental type certificate approved;
- EASA approved, EASA Part-21 released, or accompanied by an EASA Form 1;
- FAA approved or accompanied by an FAA Form 8130-3;
- approved by any other civil aviation authority;
- military authority approved or military-qualified;
- airworthy or airworthiness-released;
- installation-approved or eligible for installation on any specific aircraft, engine, or component;
- maintenance release approved;
- technically interchangeable, functionally equivalent, or operationally equivalent with any OEM product.

6.2 Any approval, certification, release, or qualification documentation is provided only where expressly stated, and only to the extent of its express terms.

7. Export Control and Sanctions

7.1 Products may be subject to export control laws and economic sanctions, including but not limited to Regulation (EU) 2021/821 (dual-use), applicable EU sanctions regimes, the U.S. Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and other applicable national or international laws.

7.2 The Purchaser shall be responsible for obtaining any export, re-export, transfer, or end-use authorisation required for its intended use of the Product, and warrants that the Product will not be sold, exported, re-exported, transferred, diverted, or used in violation of any applicable export control or sanctions law.

7.3 Swage Aero may, at its sole and reasonable discretion, suspend, delay, or cancel any quotation, order, or delivery where it considers that performance may infringe export control or sanctions law, without liability to the Purchaser.

8. No Technical, Engineering, or Regulatory Responsibility

8.1 Swage Aero does not certify, validate, approve, authorise, warrant, or assume responsibility for any of the following in respect of any Product:

- technical suitability;
- engineering acceptance or substantiation;
- design conformity;
- certification compliance;
- maintenance approval or release;
- installation eligibility;
- airworthiness acceptance;
- military qualification;
- regulatory compliance;
- operational suitability;
- continuing airworthiness.

8.2 All technical verification, engineering assessment, certification review, regulatory acceptance, configuration management, and operational approval remain solely the responsibility of the Purchaser, operator, design organisation, maintenance organisation, engineering authority, or end user.

9. Purchaser Responsibility

9.1 The Purchaser acknowledges and agrees that it is solely responsible for determining whether any Product may lawfully, technically, operationally, contractually, or regulatorily be used for its intended purpose. This includes, without limitation:

- EASA, FAA, and other civil aviation authority compliance;
- OEM maintenance documentation, service bulletins, and airworthiness directive compliance;
- military procurement, qualification, and security requirements;
- export control and sanctions compliance;
- internal engineering authorisation, configuration control, and quality assurance acceptance;
- contractual conformity obligations toward the Purchaser's own customers.

9.2 Swage Aero does not provide engineering approval, certification approval, installation authorisation, or operational release, and shall not be considered to have done so by reason of supplying any Product, quotation, datasheet, drawing, or other documentation.

10. No Performance or Suitability Warranty

10.1 Unless expressly agreed in writing, Swage Aero makes no representation, warranty, guarantee, or claim, whether express or implied, that any Product:

- matches OEM performance, dimensions, materials, tolerances, or specifications;
- is interchangeable, intermixable, or functionally equivalent with OEM products;
- is approved or eligible for any specific application;
- is fit for any particular purpose, including the Purchaser's intended purpose;
- satisfies the Purchaser's operational, contractual, or regulatory requirements.

10.2 All implied warranties, including merchantability and fitness for a particular purpose, are excluded to the maximum extent permitted by applicable law.

10.3 Any purchasing, installation, or operational decision remains solely at the Purchaser's own risk and responsibility.

11. Product Liability

11.1 Nothing in this Disclaimer is intended to, or shall, exclude or limit any liability that cannot be lawfully excluded or limited under mandatory product liability law, including Council Directive 85/374/EEC (as recast and as transposed) and equivalent national law.

11.2 As between Swage Aero and the Purchaser, where Swage Aero is exposed to a product liability claim from a third party that is attributable to the act, omission, fault, modification, application, integration, installation, or onward sale of the Product by the Purchaser or its customers, the Purchaser shall, to the maximum extent permitted by law, contribute, indemnify, and hold Swage Aero harmless in accordance with Section 13.

12. Limitation of Liability

12.1 To the maximum extent permitted by applicable law, Swage Aero's total aggregate liability arising out of or in connection with any quotation, order, supply, recommendation, delivery, use, misuse, attempted use, installation, certification, failure, defect, or performance of any Product, whether based in contract, tort (including negligence), strict liability, statutory liability, or otherwise, shall be limited to the net invoice value (excluding VAT, freight, and duties) of the specific Product giving rise to the claim.

12.2 To the maximum extent permitted by applicable law, Swage Aero shall not be liable for any indirect, incidental, consequential, punitive, regulatory, reputational, operational, or commercial damages, including but not limited to:

- business interruption;
- aircraft on ground (AOG) or aircraft grounding;
- operational or schedule delays;
- loss of certification, approval, or operating authority;
- regulatory action, fines, or penalties;
- contractual penalties or liquidated damages owed to third parties;
- reputational damage;
- loss of revenue, profit, contracts, customers, savings, or goodwill;

- loss of or damage to data;
- third-party claims (except as expressly provided in Section 13).

12.3 The limitations in Sections 12.1 and 12.2 shall not apply to liability arising from (i) intent (opzet) or willful misconduct or deliberate recklessness (bewuste roekeloosheid) of Swage Aero's directors or managerial personnel, (ii) death or personal injury caused by Swage Aero's negligence, or (iii) any other liability that cannot lawfully be excluded or limited under applicable mandatory law.

12.4 Any claim under this Disclaimer must be notified to Swage Aero in writing without undue delay, and in any event within 90 days of the Purchaser becoming aware, or reasonably ought to have become aware, of the relevant facts, and in any event within 12 months of delivery of the relevant Product, failing which the claim shall be deemed waived to the maximum extent permitted by law.

13. Indemnification

13.1 The Purchaser shall, to the maximum extent permitted by law, indemnify and hold harmless Swage Aero, its parent and affiliated companies, and their respective directors, officers, employees, agents, and representatives, against any and all third-party claims, demands, proceedings, losses, liabilities, damages, costs (including reasonable legal fees), and expenses arising directly or indirectly from:

- the Purchaser's misuse, unauthorised use, or unauthorised application of any Product;
- certification rejection or non-acceptance by an Authority arising from Purchaser conduct;
- engineering, installation, modification, repair, or maintenance decisions of the Purchaser or its customers;
- regulatory non-compliance attributable to the Purchaser;
- operational incidents, accidents, or losses involving Products integrated or used by the Purchaser or its customers;
- breach by the Purchaser of any warranty, representation, or obligation under this Disclaimer or the GTC.

13.2 This indemnity shall not extend to claims to the extent caused by Swage Aero's intent (opzet), willful misconduct, or deliberate recklessness (bewuste roekeloosheid).

14. Manufacturer Responsibility

14.1 Products supplied by Swage Aero are manufactured by third-party manufacturers. Swage Aero does not assume manufacturer liability beyond mandatory obligations under applicable law.

14.2 Any manufacturer specifications, technical claims, representations, approvals, certifications, or product documentation remain solely the responsibility of the original manufacturer.

15. Acceptance and Incorporation

Swage Aero B.V. — General Terms and Conditions v1.0

Annex A — Independent Distributor & Non-OEM Product Disclaimer v2.0

15.1 This Disclaimer is provided to the Purchaser prior to or together with each quotation, offer, order confirmation, or invoice issued by Swage Aero. The Purchaser is hereby afforded a reasonable opportunity to take note of its contents, as contemplated by Articles 6:233 and 6:234 of the Dutch Civil Code.

15.2 Without prejudice to Section 15.1, by any of the following acts the Purchaser expressly accepts this Disclaimer in full: (i) accepting a quotation or offer; (ii) issuing a purchase order; (iii) accepting an order confirmation; (iv) accepting a delivery; (v) using a Product; or (vi) paying an invoice.

15.3 This Disclaimer is incorporated by reference into the GTC. In case of conflict between this Disclaimer and the GTC, this Disclaimer shall prevail unless the GTC expressly state otherwise.

15.4 Any standard terms, purchase conditions, or general terms of the Purchaser are hereby expressly rejected and shall not apply, regardless of when or how they are communicated and irrespective of any reference to them in the Purchaser's documents.

16. Amendments

Swage Aero may amend this Disclaimer from time to time. The version of the Disclaimer in force at the time of the relevant quotation, offer, or order confirmation shall apply to the resulting contract.

17. Severability

17.1 If any provision of this Disclaimer is held to be invalid, unlawful, or unenforceable by a competent court or arbitral tribunal, the remaining provisions shall continue in full force and effect.

17.2 The invalid, unlawful, or unenforceable provision shall be deemed replaced by a valid, lawful, and enforceable provision that most closely reflects the original economic and legal intent of the parties.

18. No Waiver

No failure or delay by Swage Aero in exercising any right or remedy shall operate as a waiver thereof. Any waiver must be made in writing and signed by an authorised representative of Swage Aero, and shall apply only to the specific matter and occasion for which it is given.

19. Language

This Disclaimer is drafted in the English language. Translations may be provided for convenience only; in case of any discrepancy, the English version shall prevail.

20. Governing Law; Exclusion of CISG

20.1 This Disclaimer, and any non-contractual obligations arising out of or in connection with it, shall be governed exclusively by the laws of the Netherlands.

20.2 The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) is expressly excluded.

21. Jurisdiction

Any dispute arising out of or in connection with this Disclaimer or the supply of any Product shall be submitted to the exclusive jurisdiction of the competent court of Rotterdam, the Netherlands.

— *End of Disclaimer* —